



**ALLSTEEL BRAND SYSTEMS FURNITURE
ADD-ON AND ASSOCIATED
RECONFIGURATION SERVICES**

NON-MANDATORY FOR STATE AGENCIES

**NON-MANDATORY FOR POLITICAL
SUBDIVISIONS**

Term: July 1, 2009 through June 30, 2011
Renewals Remaining: One (1), two-year renewal option

The Division of General Services has established this contract for the purchase, delivery and installation of Allsteel brand systems furniture components, on an as-needed basis, for the Fairbanks region.

Contract Award # 2008-9900-7314

Bowers Office Products
2333 Van Horn Road
Fairbanks, AK 99701

Contact: Polly Hickman
Phone: (907) 479-6264
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CONTRACT INTENT: This is a non-mandatory use contract for the purchase of Allsteel brand systems furniture components for the sole purpose of adding to existing configurations and associated reconfiguration services, on an as-needed basis for all Executive Branch Departments of the State of Alaska located in the Fairbanks, Alaska area. This contract also includes the purchase of Allsteel brand systems furniture components in order to standardize décor within an agency or office as determined by the State. This contract is intended for add-on's only when switching to another brand would result in undue hardship for the agency.

Orders resulting from this contract must be preceded by a brand specific determination to the file per 2 AAC 12.100. In this determination, the procurement officer must state the specific reasons why only this particular brand of systems furniture will meet their agency's needs.

All other State of Alaska governmental entities may, at their option, purchase from this contract. Other State of Alaska governmental entities may include the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all State of Alaska political subdivisions – cities, boroughs and school districts.

Pricing is based on below discount(s) offered from the manufacturer's most current commercial retail price list:

| <u>Total Order Value</u> | <u>Less than \$10,000</u> | <u>\$10,001 - \$100,000</u> | <u>Greater than \$100,000</u> |
|---------------------------------|----------------------------------|------------------------------------|--------------------------------------|
| Allsteel Products | 40% | 42% | 47% |

| <u>Associated Services</u> | <u>Hourly Rate</u> |
|-----------------------------------|---------------------------|
| Installation Services | \$50 |
| Reconfiguration Services | \$50 |
| Design, CAD, and Layout Services | \$60 |

NOTE: For all associated service requests within the Fairbanks, Alaska area, defined as the area within a 50-mile radius of Fairbanks.

SHIPPING DAMAGE: The State will not be expected to accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the contractor with written notice when damaged goods are received. The State will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

PRICE ADJUSTMENTS: The discount percent shall remain firm for the life of the contract. All pricing will be based on the price list in effect at the time the order is placed with the contractor.

PRICE DECREASES: During the period of the contract all price decreases experienced by the contractor must be passed on to the State. A contractor's failure to strictly and faithfully adhere to this clause will be considered in breach of contract.

DELIVERY: Delivery is required within 60 days of order placement.

F.O.B. POINT: The F.O.B. point for items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of, and title to, the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the State.

The cost of shipping and delivery to the Fairbanks, Alaska area (defined as the area within a 50 mile radius of Fairbanks) is to be included in the price discount offered. There will be no additional charges for shipping and delivery within that area.

DESIGN SERVICES: The State reserves the right to use an independent consultant for design services relating to this contract, should they choose to. If an agency submits order-ready design/cad/layout specifications and parts list, the contractor may not charge for additional design services.

INVOICES: Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order or Delivery Order. The ordering agency will only make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

CREDIT CARDS: The Contractor shall accept the State's credit card, currently a Visa, as a payment option for orders placed under this contract. Additional fees for use of a credit card shall not be added to the contract price.

THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of State agencies when third party financing agreements are permitted, they will not be allowed under this contract.

PACKAGING: The cost of all packaging must be included in the solicitation price. All packaging must be new and suitable for shipment and short term warehouse storage.

WARRANTY: The contractor warrants the components for a minimum of 10 years, electrical systems for a minimum of 5 years, height and operating adjustments mechanisms for a minimum of 3 years, materials and workmanship for a minimum of 5 years, and fabric and veneer for a minimum of 3 years. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including transportation and installation costs, to the State agency.

OBSOLESCENCE: The contractor must guarantee that the basic panels and components will continue to be available for at least seven years from the date of the purchase.

If you have questions regarding this contract that are not addressed in this document, please contact the contracting officer listed below.

Jason Grove
Contracting Officer
State of Alaska
(907) 465-5679
jason.grove@alaska.gov